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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BMW OF NORTH AMERICA, LLC, a
Delaware Limited Liability Company,
and BAYERISCHE MOTOREN
WERKE AG, a German Corporation,

Plaintiffs,

v.

BAVARIAN AUTO PARTS d/b/a BAP
EUROPEAN, an unknown business
entity, et al.,

Defendants

Case No.: 2:16-cv-00448-DSF-JEM

**PERMANENT
INJUNCTION AND DISMISSAL
AS TO ONLY DEFENDANTS AS
TO ONLY DEFENDANTS
BAVARIAN MOTOR PARTS,
TIRAN MACHARYAN a/k/a
TONY MACHARYAN, AND
HRIPSIME OGANESYAN**

HON. DALE S. FISCHER

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal (“Stipulation”) by and between BMW OF NORTH AMERICA, LLC, and BAYERISCHE MOTOREN WERKE AG (collectively “BMW”), and Defendants BAVARIAN MOTOR PARTS, TIRAN MACHARYAN a/k/a TONY

1 MACHARYAN, and HRIPSIME OGANESYAN (collectively “Defendants”),
2 filed concurrently herewith, hereby ORDERS, ADJUDICATES and DECREES
3 that a permanent injunction shall be and is hereby entered against Defendants in
4 the above-referenced matter as follows:

5 1. **CORRECTION AND AMENDMENT OF PLEADINGS.** The
6 name of Defendant TIRAN MACHARYNA a/k/a TONY MACHARYNA shall
7 be hereby corrected in all pleadings to TIRAN MACHARYAN a/k/a TONY
8 MACHARYAN. All corrected pleadings shall be deemed served upon TIRAN
9 MACHARYAN a/k/a TONY MACHARYAN at the time of the Court’s entry of
10 this Order.

11 2. **PERMANENT INJUNCTION.** Defendants and any person or
12 entity acting in concert with, or at the direction of Defendants, including any and
13 all agents, servants, employees, partners, assignees, distributors, suppliers,
14 resellers and any others over which Defendants may exercise control, are hereby
15 restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) § 1116,
16 from engaging in, directly or indirectly, or authorizing or assisting any third party
17 to engage in, any of the following activities in the United States and throughout
18 the world:

19 a. copying, manufacturing, purchasing, importing, exporting,
20 marketing, selling, offering for sale, distributing or dealing in any product or
21 service that uses, or otherwise making any use of, any of BMW’s trademarks,
22 including but not limited to, the BMW® word and design marks, the M® word
23 and design marks, and the MINI® and MINI COOPER® word and design marks,
24 and/or any intellectual property that is confusingly or substantially similar to, or
25 that constitutes a colorable imitation of, any of BMW’s trademarks (collectively
26 “BMW’s Trademarks”), whether such use is as, on, in or in connection with any
27 trademark, service mark, trade name, logo, design, Internet use, website, domain
28 name, metatags, advertising, promotions, solicitations, commercial exploitation,

1 television, web-based or any other program, or any product or service, or
2 otherwise;

3 b. performing or allowing others employed by, under control of,
4 or representing Defendant, or under his control, to perform any act or thing which
5 is likely to injure BMW, any of BMW's Trademarks, including but not limited to
6 the BMW®, M®, MINI®, and MINI COOPER® trademarks.

7 c. engaging in any acts of federal and/or state trademark
8 infringement, false designation of origin, unfair competition, dilution, or other act
9 which would tend damage or injure BMW; and/or

10 d. using, owning, possessing, and/or controlling any Internet
11 domain name or website that includes any of BMW's Trademarks including but
12 not limited to the BMW® word and design marks, the M® word and design
13 marks, and the MINI® and MINI COOPER® word and design marks.

14 3. Defendants shall only advertise, offer for sale, sell, and/or distribute
15 products bearing any of BMW's Trademarks, including but not limited to the
16 BMW® word and design marks, the M® word and design marks, and the MINI®
17 and MINI COOPER® word and design marks, that have been purchased or
18 acquired directly from authorized BMW dealerships.

19 4. Defendants are immediately ordered to deliver to counsel for BMW
20 for destruction all unauthorized products, including counterfeit BMW®, M®,
21 MINI®, MINI COOPER®-branded products, badges, emblems, roundels, labels,
22 signs, prints, packages, wrappers, receptacles and/or advertisements relating
23 thereto in their possession or under their control bearing any of BMW's
24 Trademarks or any simulation, reproduction, counterfeit, copy or colorable
25 imitations thereof, and all plates, molds, heat transfers, screens, matrices and other
26 means of making the same, to the extent that any of these items are in Defendants'
27 possession.
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1 4. This Permanent Injunction shall be deemed to have been served upon
2 Defendants at the time of its execution by the Court.

3 5. The Court finds there is no just reason for delay in entering this
4 Permanent Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
5 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
6 Defendants.

7 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
8 appeals shall be taken from this Permanent Injunction, and the parties waive all
9 rights to appeal. This Court expressly retains jurisdiction over this matter to
10 enforce any violation of the terms of this Permanent Injunction by Defendants as
11 well as any violations of the terms of the underlying Confidential Settlement
12 Agreement between the Parties.

13 7. **NO FEES AND COSTS.** BMW and Defendants shall each bear
14 their own attorneys' fees and costs incurred in this matter.

15 8. **DISMISSAL AS TO ONLY DEFENDANT.** Upon entry of this
16 Permanent Injunction against Defendants, this case shall be dismissed as to only
17 Defendants BAVARIAN MOTOR PARTS, TIRAN MACHARYAN a/k/a TONY
18 MACHARYAN and HRIPSIME OGANESYAN.

19 IT IS SO ORDERED, ADJUDICATED and DECREED this 15th day of
20 December, 2016.

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22 HONORABLE DALE S. FISCHER
23 United States District Judge
24 Central District of California
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